

839
NEW NUMBER

- A
- B

WHITE & CASE

1747 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C.

333 SOUTH HOPE STREET, LOS ANGELES

200 SOUTH BISCAYNE BOULEVARD, MIAMI

20 PLACE VENDÔME, PARIS

66 GRESHAM STREET, LONDON

1155 AVENUE OF THE AMERICAS

NEW YORK, NEW YORK 10036

(212) 819-8200

TELEX: 126201

20-5, ICHIBANCHO, CHIYODA-KU, TOKYO

15 QUEEN'S ROAD CENTRAL, HONG KONG

50 RAFFLES PLACE, SINGAPORE

BIRGER JARLSGATAN 14, STOCKHOLM

CUMHURİYET CADDESİ 12/10, ISTANBUL

ZIYA ÜR RAHMAN CADDESİ 17/5, ANKARA

AUG 25 1988 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 5788

GJC:MB

AUG 25 1988 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

August 25, 1988

re Documents for Recordation, 49 USC Section 11303

Heather J. Gradison, Chairman
Interstate Commerce Commission
12th Street & Constitution Avenue N.W.
Washington, D.C. 20423

1 5788
RECORDATION NO. 5788

AUG 25 1988 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Gradison:

Enclosed herewith are an original and 2 counterparts of each of the three documents described below, to be recorded today pursuant to Section 11303 of Title 49 of the U.S. Code.

The first document, identified as "Equipment Lease Agreement," dated as of August 15, 1988, is a lease and is a primary document. *NEW NO.*

The names and addresses of the parties to such document are as follows:

LESSOR: Wilmington Trust Company
Rodney Square North
Wilmington, DE 19890

LESSEE: CSX Transportation, Inc.
100 N. Charles Street
Baltimore, MD 21201

8/25/88
59.00
RECEIVED
OFFICE OF THE SECRETARY
U.S. DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.

Over long time J. Karples

A short summary of the document to appear in the Index should be as follows:

Equipment Lease Agreement dated as of August 15, 1988 between Wilmington Trust Company, not in its individual capacity but solely as trustee, Lessor, and CSX Transportation, Inc., Lessee, covering up to 998 open top hopper railcars (100 ton), from series identified by the Lessee as : CSXT Nos. 812892 to 814797.

The second document, identified as "Loan and Security Agreement", dated as of August 15, 1988, is a loan agreement, and is also a primary document. -A

The names and addresses of the parties to such document are as follows:

LESSOR: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890 ✓

LENDERS: The Prudential Insurance
Company of America
Pruco Life Insurance Company
c/o Prudential Capital Corporation
Three Gateway Center
Newark, NJ 07102

A short summary of the document to appear in the Index should be as follows:

Loan and Security Agreement dated as of August 15, 1988 between Wilmington Trust Company, not in its individual capacity but as Owner Trustee, Lessor, and The Prudential Insurance Company of America and Pruco Life Insurance Company, Lenders, covering up to 998 open top hopper railcars (100 ton) from series identified by the Lessee as: CSXT Nos. 812892 to 814797.

The third document, identified as "Lease and Security Agreement Supplement No. 1", dated August 25, 1988 is a supplement to the Equipment Lease Agreement and the Loan and Security Agreement, and is a secondary document which is being filed concurrently with the above-referenced primary documents to which recordation numbers have not yet been assigned.

-B

The names and addresses of the parties to such document are as follows:

LESSOR/OWNER: TRUSTEE	Wilmington Trust Company Rodney Square North Wilmington, DE 19890
LESSEE:	CSX Transportation, Inc. 100 N. Charles Street Baltimore, MD 21201
LENDERS:	The Prudential Life Insurance Company of America Pruco Life Insurance Company c/o Prudential Capital Corporation Three Gateway Center Newark, NJ 07102

A description of the equipment covered by the document is attached hereto as ~~Schedule A.~~
Exhibit

A short summary of the document to appear in the Index should be as follows:

Lease and Security Agreement Supplement No. 1 dated August 25, 1988 among Wilmington Trust Company, not in its individual capacity but as Lessor/Owner Trustee, CSX Transportation, Inc., Lessee and The Prudential Life Insurance Company of America and Pruco Life Insurance Company, Lenders, covering 500 open top hopper railcars (100 ton).

Heather J. Gradison, Chairman

-4-

A check for the required recordation fee of \$39.00 is enclosed. Please return the originals and any extra copies not needed by the Commission for recordation to the undersigned.

The undersigned certifies that he is acting as counsel to The Prudential Insurance Company of America and Pruco Life Insurance Company, Lenders, for purposes of this filing and that he has knowledge of the matter set forth in the above-described documents.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Gad J. Cohen', with a stylized flourish at the end.

Gad J. Cohen, Esq.

Enclosures

cc: Sylvia Fung Chin, Esq.
Clifford J. Hendel, Esq.

1 5788, B

RECORDATION NO. _____

AUG 25 1988 - 11 AM

INTERSTATE COMMERCE COMMISSION

LEASE AND SECURITY AGREEMENT SUPPLEMENT NO. 1

Dated August 25, 1988

Among

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as trustee
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,
Lessee

and

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
and
PRUCO LIFE INSURANCE COMPANY,
Lenders

OPEN TOP HOPPER RAILCARS

Note: This Lease and Security Agreement Supplement and certain rights of Lessor hereunder and in the Units covered hereby have been assigned to, and are subject to a security interest in favor of Lenders. To the extent, if any, that this Lease and Security Agreement Supplement shall constitute chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Lease and Security Agreement Supplement may be created except through the transfer or possession of the original counterpart which the parties shall mark "Counterpart Number 1". This is Counterpart Number ____.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 ON 8/25, 1988
AT 8:40 AM RECORDATION NUMBER 15788-B

THIS LEASE AND SECURITY AGREEMENT SUPPLEMENT NO. 1 dated August 25, 1988, among WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of August 15, 1988 (the "Trust Agreement") with TECO INVESTMENTS, INC., CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey mutual insurance company and PRUCO LIFE INSURANCE COMPANY, an Arizona corporation (each, a "Lender," and collectively, "Lenders").

W I T N E S S E T H:

WHEREAS, Lessor, Lessee and Lenders have, with the other parties thereto, heretofore entered into a Participation Agreement (the "Participation Agreement"), Lessor and Lessee have heretofore entered into an Equipment Lease Agreement (the "Lease"), and Lenders and Owner Trustee have heretofore entered into a Loan and Security Agreement (the "Security Agreement"), each dated as of August 15, 1988 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix I to each of the Lease and the Security Agreement);

WHEREAS, the Participation Agreement and the Lease provide that on each Purchase Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Units to be conveyed on such Purchase Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Purchase Date;

WHEREAS, the Participation Agreement, the Lease, and the Security Agreement provide for the execution of a Lease and Security Agreement Supplement substantially in the form hereof for the purposes of leasing the Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Units to the lien of the Security Agreement;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Lenders hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Units for all purposes hereof and of the Lease.

3. The Lessor's Cost of each Unit leased hereunder is \$20,360 and the aggregate Lessor's Cost of the Units leased hereunder is \$10,180,000

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Security Agreement Supplement, on the first day of the Base Term to pay Interim Rent to Lessor for the Units, in the amount of \$220,928.62 and on each Rent Payment Date to pay Base Rent to Lessor for each Unit as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Yield Maintenance Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto Lenders in (i) the Units listed on Schedule 1 hereto and (ii) this Lease and Security Agreement Supplement, in each case excluding Excepted Payments and Rights, to have and to hold unto Lenders and their successors and assigns for their and their own use and benefit forever.

6. All of the provisions of the Lease and the Security Agreement are hereby incorporated by reference in this Lease and Security Agreement Supplement to the same extent as if fully set forth herein.

7. This Lease and Security Agreement Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease and Security Agreement Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Lenders have caused this Lease and Security Agreement Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capacity
but solely as Owner Trustee

By: 

Title: Financial Services Officer

Lessee

CSX TRANSPORTATION, INC.

By: _____

Title: _____

Lenders

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By: 

Title: Vice President

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
by PruCapital Management, Inc.,
its Agent

By: 

Title: Vice President

PRUCO LIFE INSURANCE COMPANY

By: 

Title: Assistant Vice President

IN WITNESS WHEREOF, Lessor, Lessee and Lenders have caused this Lease and Security Agreement Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

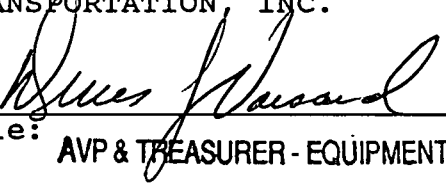
Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capacity
but solely as Owner Trustee

By: _____
Title: _____

Lessee

CSX TRANSPORTATION, INC.

By:  _____
Title: AVP & TREASURER - EQUIPMENT UNIT

Lenders

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By: _____
Title: _____

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
by PruCapital Management, Inc.,
its Agent

By: _____
Title: _____

PRUCO LIFE INSURANCE COMPANY

By: _____
Title: _____

STATE OF New York)
COUNTY OF New York) : SS.:

On this 25 day of August, 1988,
before me personally appeared Carolyn C. Daniels, to me
personally known, who, being by me duly sworn, says that she
is Financial Services Officer of WILMINGTON TRUST COMPANY, that said
instrument was signed and sealed on behalf of said corpora-
tion by authority of its Board of Directors and she acknow-
ledged that the execution of the foregoing instrument was
the free act and deed of said corporation.

Leena I. Hilivirta
Notary Public

My Commission Expires;

[Notary Seal]

LEENA I. HILIVIRTA
Notary Public, State of New York
No. 31-4913776
Qualified in New York County
Commission Expires Dec. 7, 1989

State of Maryland)

) ss:

City of Baltimore)

On this 25 day of August, 1988, before me personally appeared Denis J. Voisard, to me personally known, who, being by me duly sworn, says that he is Assistant Vice-President and Treasurer of the Equipment Unit of CSX TRANSPORTATION, Inc., that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

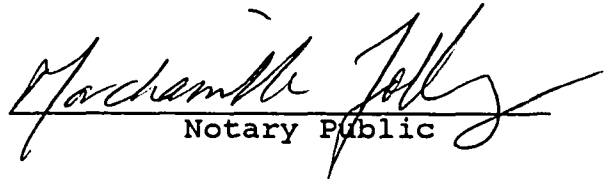
My Commission expires:


Notary Public

H. MARLENE WINCHELL
BALTO. CO., MD.
My Commission Expires July 1, 1990

STATE OF New Jersey)
 : SS.:
COUNTY OF Essex)

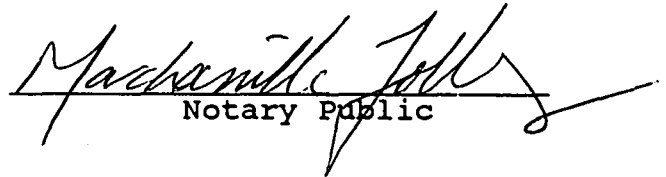
On this 25 day of August, 1988,
before me personally appeared Mathew J. Chanin, to me
personally know, who, being by me duly sworn, says that he
is Vice President of THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA, that said instrument was signed and sealed on
behalf of said corporation by authority of its Board of
Directors and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.


Notary Public

My Commission Expires; **MARCHANILLE M. FOLLEY**
NOTARY PUBLIC OF NEW JERSEY
[Notary Seal] **My Commission Expires Dec. 10, 1990**

STATE OF New Jersey)
)
COUNTY OF Essex) ss.:

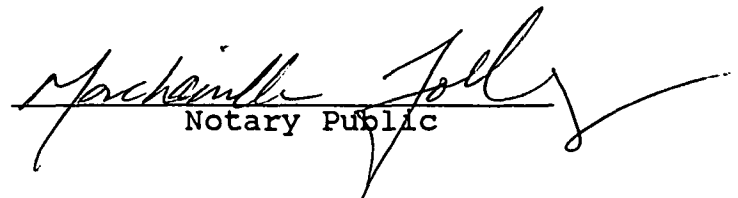
On this 25 day of August, 1988,
before me personally appeared Thomas M. LeBrun, to me
personally know, who, being by me duly sworn, says that he
is Vice President of PruCapital Management, Inc., agent
for THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, that
said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.


Notary Public

My Commission Expires; **MARCHANILLE M. FOLLEY**
[Notary Seal] **NOTARY PUBLIC OF NEW JERSEY**
My Commission Expires Dec. 10, 1990

STATE OF New Jersey)
 : ss.:
COUNTY OF Essex)

On this 25 day of August, 1988,
before me personally appeared Mathew J. Chanin, to me
personally know, who, being by me duly sworn, says that he
is Assistant Vice President of PRUCO LIFE INSURANCE COMPANY, that
said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.


Notary Public

My Commission Expires; **MARCHANILLE M. FOLLEY**
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 10, 1990
[Notary Seal]

HILLMAN CARS = 500

Schedule 1
to the Lease and
Security Agreement
Supplement
INIT NUMBER

INIT NUMBER	INIT NUMBER	INIT NUMBER	INIT NUMBER
CSXT 812895	CSXT 813050	CSXT 813320	CSXT 813499
CSXT 812896	CSXT 813060	CSXT 813321	CSXT 813500
CSXT 812899	CSXT 813062	CSXT 813323	CSXT 813501
CSXT 812902	CSXT 813067	CSXT 813327	CSXT 813508
CSXT 812903	CSXT 813071	CSXT 813330	CSXT 813510
CSXT 812904	CSXT 813072	CSXT 813334	CSXT 813513
CSXT 812913	CSXT 813079	CSXT 813335	CSXT 813514
CSXT 812914	CSXT 813084	CSXT 813338	CSXT 813516
CSXT 812916	CSXT 813085	CSXT 813345	CSXT 813532
CSXT 812919	CSXT 813096	CSXT 813348	CSXT 813533
CSXT 812925	CSXT 813097	CSXT 813352	CSXT 813534
CSXT 812926	CSXT 813098	CSXT 813354	CSXT 813535
CSXT 812930	CSXT 813099	CSXT 813363	CSXT 813538
CSXT 812933	CSXT 813101	CSXT 813364	CSXT 813543
CSXT 812935	CSXT 813102	CSXT 813366	CSXT 813548
CSXT 812940	CSXT 813103	CSXT 813367	CSXT 813549
CSXT 812941	CSXT 813105	CSXT 813370	CSXT 813558
CSXT 812942	CSXT 813109	CSXT 813371	CSXT 813560
CSXT 812944	CSXT 813113	CSXT 813380	CSXT 813561
CSXT 812946	CSXT 813129	CSXT 813385	CSXT 813563
CSXT 812948	CSXT 813131	CSXT 813387	CSXT 813570
CSXT 812950	CSXT 813144	CSXT 813392	CSXT 813571
CSXT 812953	CSXT 813152	CSXT 813405	CSXT 813579
CSXT 812956	CSXT 813154	CSXT 813410	CSXT 813580
CSXT 812957	CSXT 813161	CSXT 813413	CSXT 813584
CSXT 812959	CSXT 813172	CSXT 813416	CSXT 813590
CSXT 812963	CSXT 813183	CSXT 813421	CSXT 813592
CSXT 812964	CSXT 813190	CSXT 813424	CSXT 813604
CSXT 812967	CSXT 813204	CSXT 813430	CSXT 813605
CSXT 812969	CSXT 813221	CSXT 813432	CSXT 813612
CSXT 812972	CSXT 813222	CSXT 813433	CSXT 813614
CSXT 812973	CSXT 813232	CSXT 813438	CSXT 813615
CSXT 812978	CSXT 813238	CSXT 813439	CSXT 813620
CSXT 812979	CSXT 813242	CSXT 813442	CSXT 813623
CSXT 812981	CSXT 813243	CSXT 813444	CSXT 813624
CSXT 812982	CSXT 813244	CSXT 813447	CSXT 813625
CSXT 812990	CSXT 813257	CSXT 813449	CSXT 813633
CSXT 812996	CSXT 813263	CSXT 813452	CSXT 813640
CSXT 812997	CSXT 813278	CSXT 813456	CSXT 813642
CSXT 813004	CSXT 813279	CSXT 813457	CSXT 813648
CSXT 813010	CSXT 813280	CSXT 813458	CSXT 813651
CSXT 813012	CSXT 813284	CSXT 813465	CSXT 813660
CSXT 813016	CSXT 813288	CSXT 813467	CSXT 813661
CSXT 813025	CSXT 813290	CSXT 813469	CSXT 813666
CSXT 813026	CSXT 813295	CSXT 813472	CSXT 813668
CSXT 813029	CSXT 813297	CSXT 813479	CSXT 813671
CSXT 813031	CSXT 813298	CSXT 813484	CSXT 813675
CSXT 813034	CSXT 813302	CSXT 813490	CSXT 813686
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CSXT 813044	CSXT 813317	CSXT 813497	CSXT 813693
CSXT 813048	CSXT 813319	CSXT 813498	CSXT 813696

HILLMAN CARS = 500

INIT NUMBER	INIT NUMBER	INIT NUMBER	INIT NUMBER
CSXT 813705	CSXT 813890	CSXT 814082	CSXT 814265
CSXT 813706	CSXT 813892	CSXT 814087	CSXT 814272
CSXT 813707	CSXT 813893	CSXT 814094	CSXT 814275
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CSXT 813717	CSXT 813903	CSXT 814100	CSXT 814289
CSXT 813720	CSXT 813914	CSXT 814101	CSXT 814291
CSXT 813721	CSXT 813916	CSXT 814112	CSXT 814294
CSXT 813722	CSXT 813918	CSXT 814115	CSXT 814298
CSXT 813723	CSXT 813920	CSXT 814119	CSXT 814300
CSXT 813725	CSXT 813923	CSXT 814121	CSXT 814303
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CSXT 813734	CSXT 813930	CSXT 814129	CSXT 814308
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CSXT 813765	CSXT 813987	CSXT 814180	CSXT 814348
CSXT 813766	CSXT 813989	CSXT 814182	CSXT 814358
CSXT 813776	CSXT 813990	CSXT 814185	CSXT 814361
CSXT 813781	CSXT 813992	CSXT 814186	CSXT 814363
CSXT 813787	CSXT 813993	CSXT 814190	CSXT 814367
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CSXT 813886	CSXT 814076	CSXT 814258	CSXT 814423
CSXT 813888	CSXT 814077	CSXT 814260	CSXT 814425

HILLMAN CARS = 500

INIT NUMBER	INIT NUMBER	INIT NUMBER	INIT NUMBER
CSXT 814427	CSXT 814637		
CSXT 814431	CSXT 814650		
CSXT 814433	CSXT 814651		
CSXT 814434	CSXT 814653		
CSXT 814435	CSXT 814655		
CSXT 814436	CSXT 814670		
CSXT 814438	CSXT 814682		
CSXT 814440	CSXT 814691		
CSXT 814445	CSXT 814701		
CSXT 814447	CSXT 814702		
CSXT 814453	CSXT 814707		
CSXT 814461	CSXT 814710		
CSXT 814463	CSXT 814715		
CSXT 814469	CSXT 814717		
CSXT 814472	CSXT 814723		
CSXT 814479	CSXT 814734		
CSXT 814481	CSXT 814748		
CSXT 814492	CSXT 814750		
CSXT 814497	CSXT 814751		
CSXT 814498	CSXT 814757		
CSXT 814500	CSXT 814764		
CSXT 814511	CSXT 814771		
CSXT 814512	CSXT 814775		
CSXT 814517	CSXT 814776		
CSXT 814520	CSXT 814778		
CSXT 814524	CSXT 814784		
CSXT 814526	CSXT 814786		
CSXT 814532	CSXT 814787		
CSXT 814538	CSXT 814788		
CSXT 814541	CSXT 814789		
CSXT 814543	CSXT 814796		
CSXT 814544	CSXT 814797		
CSXT 814550			
CSXT 814552			
CSXT 814555			
CSXT 814557			
CSXT 814566			
CSXT 814569			
CSXT 814575			
CSXT 814576			
CSXT 814587			
CSXT 814600			
CSXT 814604			
CSXT 814610			
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